



SANDRA SHEWRY
Director

State of California—Health and Human Services Agency
Department of Health Services



ARNOLD SCHWARZENEGGER
Governor

March 22, 2006

Dear Interested Parties:

**DISEASE MANAGEMENT PILOT PROGRAM REQUEST FOR PROPOSAL
(RFP) 05-45889 ADMINISTRATIVE BULLETIN 1, ADDENDUM 1**

Administrative Bulletin 1, Addendum 1, issued by the California Department of Health Services, Office of Medi-Cal Procurement (OMCP), announces several revisions, clarifications and corrections to the original RFP. As a result of the federal government using the same acronym as the Department of Health Services (DHS) for the Department of Homeland Security, the RFP has been updated to include the California Department of Health Service's revised title and acronym (CDHS).

In order to configure the RFP so that it accurately reflects the current requirements and considerations, remove the existing page(s) in your copy of the RFP and insert the appropriate replacement page(s) as indicated in the following table:

Remove (existing pages)	Replace (new pages)
Inside Cover	Inside Cover
Main Text, Page 7	Main Text, Page 7
Main Text, Pages 16 - 18	Main Text, Pages 16 - 18
Main Text, Page 25	Main Text, Page 25
Main Text, Page 29	Main Text, Page 29
Main Text, Page 31	Main Text, Page 31
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Main Text, Page 40	Main Text, Page 40 (grid lines only)
Main Text, Page 42	Main Text, Page 42
Main Text, Page 45	Main Text, Page 45
Attachment 2, Pages 1, 2 and 3 of 3	Attachment 2, Pages 1, 2 and 3 of 3
Attachment 3	Attachment 3
Attachment 10 and 10b	Attachment 10 and 10b
Attachment 11	Attachment 11
Attachment 12	Attachment 12
Attachment 13	Attachment 13

Remove (existing pages)	Replace (new pages)
Attachment 15, Pages 1 and 2 of 2	Attachment 15, Pages 1 and 2 of 2
Exhibit B, Page 1 of 3	Exhibit B, Page 1 of 3
Exhibit B, Attachment I, Pages 1, 2 and 3 of 5	Exhibit B, Attachment I, Pages 1, 2 and 3 of 5
Exhibit E, Page 1 of 20	Exhibit E, Page 1 of 20
Appendix 2	Appendix 2

Within the text of the document, changes appear in underlined print with a vertical bar appearing to the right of the paragraph where changes were made.

While most of the Data Library is currently available on the Download Page of OMCP's website located at www.dhs.ca.gov/omcp, additional entries will be made in the next several days. Please return to the website periodically for those updates.

If you should have further questions, please contact Beverly Fisher, lead analyst assigned to this procurement, at (916) 552-8006.

Sincerely,

Original signed by *Donna Martinez*

Donna Martinez, Chief
Office of Medi-Cal Procurement



Request for Proposal 05-45889

Disease Management Pilot Program

March 15, 2006

California Department of Health Services
Office of Medi-Cal Procurement
MS Code 4200
P. O. Box 997413
Sacramento, CA 95899-7413

1) arteriosclerotic disease syndrome, 2) congestive heart failure (CHF), 3) coronary artery disease (CAD), 4) diabetes mellitus (diabetes), 5) asthma, or 6) chronic obstructive pulmonary disease (COPD).

The DMO will not provide direct medical services such as preventative care, authorization or denials of referrals, emergency care, or inpatient hospital services. It will provide a wide array of education and supportive services. The DMO will not be required to provide or arrange for provisions of the full scope of Medi-Cal services set forth in California Code of Regulations (CCR), Title 22, Chapter 3, Article 4, beginning with section 51301.

The goal of the DMPP is to determine the efficacy of providing a DM benefit to Medi-Cal beneficiaries within the fee-for-service population who possess one or more of the six diseases noted above. CDHS will enlist the services of a third party evaluator to determine the efficacy of the pilot program by measuring results for the following: 1) provision of DM services as a cost neutral benefit during the pilot program and 2) improved health outcomes for DM Members during the pilot program and 3) projections for future program savings that may result from [expanding the DM benefit statewide](#).

B. Time Schedule

Below is the tentative time schedule for this procurement.

Event	Date	Time (If applicable)
RFP Released	03/15/06	
Questions Due	03/29/06	4:00 p.m.
Voluntary Pre-Proposal Conference	04/05/06	1:00 p.m. - 3:00 p.m.
Voluntary Letter of Intent & Mandatory Request for Inclusion on Mailing List	04/12/06	4:00 p.m.
Proposal Due Date	05/05/06	4:00 p.m.
Notice of Intent to Award Posted	06/28/06	
Protest Deadline	07/06/06	5:00 p.m.
Contract Award Date	07/07/06	
Proposed Start Date of Agreement	August 1, 2006	

C. Contract Term

The term of the resulting agreement is expected to be 43 months and is anticipated to be effective from August 1, 2006 through February 28, 2010. There may be up to two (2) separate extensions to this Contract of twelve (12) months each. The agreement term may change if

K. Proposal Format and Content Requirements

1. General instructions

- a. Each firm or individual may submit only one proposal.

For the purposes of this paragraph, “firm” includes a parent corporation of a firm and any other subsidiary of that parent corporation. If a firm or individual submits more than one proposal, [CDHS](#) will reject all proposals submitted by that firm or individual.

A firm or individual proposing to act as a prime contractor may be named as a subcontractor in another proposer’s proposal. Similarly, more than one proposer may use the same subcontractors and/or independent consultants.

- b. Develop proposals by following all RFP instructions and/or clarifications issued by [CDHS](#) in the form of question and answer notices, clarification notices, Administrative Bulletins or RFP addenda.
- c. Before submitting a proposal, seek timely written clarification of any requirements or instructions that are believed to be vague, unclear or that are not fully understood.
- d. In preparing a proposal response, all narrative portions should be straightforward, detailed and precise. [CDHS](#) will determine the responsiveness of a proposal by its quality, not its volume, packaging or colored displays.
- e. Arrange for the timely delivery of the proposal package(s) to the address specified in this RFP. Do not wait until shortly before the deadline to submit the proposal.

2. Format requirements

- a. Assemble the rate proposal and technical proposal as follows:

1) Assembly of Rate Proposal

- a) Submit one (1) original rate proposal (**Attachment 12**), five (5) copies, and one (1) copy on CD-ROM in any [CDHS](#) standard platform (i.e. Word, Excel, and readable Adobe).
- b) Assemble the original rate proposal and five (5) copies. Place the rate proposal marked “Original” on top, followed by the five (5) extra copies. Place the original, all rate proposal copies, and the CD-ROM copy in a single envelope or package, if possible. Seal the envelope or package and clearly label the package or envelope as the “Rate Proposal”.
- c) Each proposal set must be complete with a copy of all required attachments and documentation.
- d) If you submit more than one envelope or package, carefully label each one and mark on the outside of each envelope or package “1 of X”, “2 of X”, etc.

2) Assembly of Technical Proposal

- a) Submit one (1) original technical proposal, five (5) copies or sets, and one (1) copy on CD-ROM in any [CDHS](#) standard platform (i.e. Word, Excel, and Adobe).

Assemble the original technical proposal and five (5) copies. Place the technical proposal set marked "Original" on top, followed by the five (5) extra copies. Place all technical proposal copies, the original and CD-ROM copy in a single envelope or package, if possible. Seal the envelope or package and clearly label the packages or envelopes as the "Technical Proposal".

- b) Each proposal set must be complete with a copy of all required attachments and documentation.
- c) If you submit more than one envelope or package, carefully label each one and mark on the outside of each envelope or package "1 of X", "2 of X", etc.

Note: Make sure that Attachment 12, Rate Proposal form, is excluded from the technical proposal original, copy sets, and CD-ROM. Follow the above referenced assembly instructions for the rate proposal for submitting Attachment 12.

3) Packaging of Rate Proposal and Technical Proposal

The rate proposal may be mailed or delivered in a common shipping box but must be in separate sealed and clearly identifiable packaging from the technical proposal.

b. Format the narrative portions of the proposal as follows:

- 1) Use one-inch margins at the top, bottom, and both sides.
 - 2) Use an Arial font of not less than 11 points in size.
 - 3) Print pages single-sided on white bond paper.
 - 4) Sequentially paginate the pages in each section. It is not necessary to paginate items in the Forms Section or Appendix Section.
- c. Bind each proposal set in a way that enables easy page removal. Loose leaf or three-ring binders are acceptable.
- d. All RFP attachments that require a signature must be signed in ink, preferably in a color other than black.
- 1) Have a person who is authorized to bind the proposing firm sign each RFP attachment that requires a signature. Signature stamps are not acceptable.
 - 2) Place the originally signed attachments in the proposal set marked "Original".
 - 3) The RFP attachments and other documentation placed in the proposal copies may reflect photocopied signatures.
 - 4) For the CD-ROM copy: Any document requiring a signature or any document that cannot be electronically copied should be scanned and placed on the CD as a PDF file.
- e. Do not mark any portion of your proposal response, any RFP attachment or other item of required documentation as "Confidential" or "Proprietary". CDHS will disregard any language purporting to render all or portions of a proposal confidential.

3. Content requirements

This section specifies the order and content of each proposal. Assemble the materials in each proposal set in the following order:

a. Proposal Cover Page

A person authorized to bind the Proposer must sign the Proposal Cover Page (**Attachment 1**). If the Proposer is a corporation, a person authorized by the Board of Directors to sign on behalf of the Board must sign the Proposal Cover Page.

b. Table of Contents

Properly identify each section and the contents therein. Paginate all items in each section with the exception of those items placed in the Forms Section and Appendix Section.

c. Executive Summary Section

This section must not exceed three (3) pages in length. Evaluators may not review or evaluate excess pages.

In preparing the Executive Summary, do not simply restate or paraphrase information in this RFP. Describe or demonstrate, in the Proposer's own words, the following information.

- 1) An understanding of CDHS' needs and the importance of this project.
- 2) The tangible results that are expected to be achieved.
- 3) A sincere commitment to perform the scope of work in an efficient and timely manner.
- 4) How this project will be effectively integrated into the proposing firm's current obligations and existing workload.
- 5) Why the proposing firm should be chosen to undertake this work at this time.

d. Agency Capability Section

- 1) Include a brief history of the proposing firm, including:
 - a) Date of establishment. If applicable, explain any changes in business history or organizational structure that will assist CDHS in determining the qualifications of the proposing firm.
 - b) A description of the proposing firm's goals that are relevant, closely related, or will complement this project.
 - c) A description of the firm's past record of business integrity and history of being responsive to past contractual obligations.
 - d) A description of the firm's knowledge and understanding of the special needs of the Medi-Cal fee-for-service population and the challenges in providing quality, cost effective care to this population.
- 2) Describe experience that qualifies the proposing firm to undertake this project. At a minimum, demonstrate the proposing firm possesses two (2) years of experience of

h. Facilities and Resources Section

Describe the following as it relates to the Proposer's capacity to perform the scope of work:

- 1) Current office facilities at the Proposer's disposal including number of offices owned or leased, square footage, number of staff housed and physical location or address.
 - a) Proposer must maintain at least one facility in California which will provide access to all Member's records and DMPP operational policies and procedures.
- 2) Current support services and office equipment capabilities immediately available and/or accessible for use in carrying out the proposed scope of work. Include such things as, but not limited to:
 - a) A description of the range and/or type of support services available and number of staff.
 - b) Messenger, delivery, shipping, distribution, or transport capabilities.
 - c) Teleconferencing or telecommunications capabilities.
 - d) Printing/reproduction or photocopying capabilities.
 - e) Computer hardware and system capabilities (i.e., number, type, size, age, capacity and speed of personal computers or work stations and servers; Local Area Network capabilities, Wide Area Network capabilities; data transfer capabilities (disk or tape), data storage capacity, video/graphics capabilities, etc.).
 - f) Software applications in use (word processing applications, spread sheet applications, data base applications, graphics development applications, Web page design applications, unique or other specialized software applications, etc.).
 - g) Other support functions or capabilities that can be accessed and/or utilized.
- 3) Identify any facilities, support services, or equipment that the Proposer must purchase, rent, or lease on a long or short-term basis to perform the services described in this RFP.

i. Rate Proposal Section

- 1) Basic content

The Rate section will consist of the following document:

- a) Rate Proposal form (**Attachment 12**).

- 2) General instructions

- a) The Rate Proposal form must be typewritten or completed in ink. Errors, if any, should be crossed out and corrections should be printed in ink or typewritten adjacent to the error. The person who signs the [Rate](#) Proposal should initial all corrections preferably in blue ink.

Attachment #, Name, or Documentation	Instructions
10a-Non-Small Business Subcontractor Preference Request	Submission of these forms is optional. Read and carefully follow the completion instructions in Attachments 10, 10a, and 10b. Complete and return Attachments 10a and 10b <u>only</u> if the bidding firm is a not a certified small business but is requesting a subcontractor bidding preference by committing to use one or more certified small business subcontractors for an amount equal to at least 25% of the total bid price.
10b-Small Business Subcontractor / Supplier Acknowledgement	

L. Proposal Submission

1. General Instructions

- a. Assemble an original, five (5) copies, and one (1) CD-ROM version of the technical proposal together. Do not include Attachment 12, Rate Proposal form, with this set. Instead, place the original Attachment 12, five (5) copies of Attachment 12, and one (1) CD-ROM containing only the rate proposal (Attachment 12) in a separate, sealed envelope or package labeled "Rate Proposal". Place all of the proposal sets marked "Original" on top, followed by the five (5) extra copies. Place the CD-ROM's in a protective jewel case or envelope.

Note: The CD-ROM versions must be identical to the original hardcopy of the technical proposal and rate proposal.

- b. Place all proposal copies in a single package, if possible. Seal the package.

If more than one package is submitted, carefully label each one as instructed below, and mark on the outside of each envelope or package "1 of X", "2 of X", etc.

- c. Mail or arrange for hand delivery of the proposal to the California Department of Health Services, Office of Medi-Cal Procurement. Proposals may not be transmitted electronically by fax or email
- d. The Office of Medi-Cal Procurement must receive the proposal, regardless of postmark or method of delivery, by **4:00 p.m. on May 5, 2006**. Late proposals will not be reviewed or scored.
- e. Label and submit the proposal using one of the following methods.

U.S. Mail	Hand Delivery and Overnight Express:
Proposal RFP 05-45889 CA Department of Health Services Office of Medi-Cal Procurement Disease Management Pilot Program Mail Station 4200 P.O. Box 997413 Sacramento, CA 95899-7413	Proposal RFP 05-45889 CA Department of Health Services Disease Management Pilot Program MS 4200 1501 Capitol Avenue, Ste. 71.5131 Sacramento, CA 95814

- d. If a Proposer's claims on the Required Attachment / Certification Checklist cannot be proven or substantiated, the proposal will be deemed nonresponsive and rejected from further consideration.

2. Stage 2 – Narrative proposal evaluation/scoring

- a. Proposals that appear to meet the basic format requirements, initial qualification requirements and contain the required documentation, as evidenced by passing the Stage 1 review, will be submitted to a rating committee.

The [evaluators](#) will individually and/or as a team review, evaluate and numerically score proposals based on the proposal's adequacy, thoroughness, and the degree to which it complies with the RFP requirements.

- b. CDHS will use the following scoring system to assign points. Following this chart is a list of the considerations that [evaluators](#) may take into account when assigning individual points to a technical proposal.

Points	Interpretation	General basis for point assignment
0	Inadequate	Proposal response (i.e., content and/or explanation offered) is inadequate or does not meet CDHS' needs/requirements or expectations. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
1	Barely Adequate	Proposal response (i.e., content and/or explanation offered) is barely adequate or barely meets CDHS' needs/requirements or expectations. The omission(s), flaw(s), or defect(s), may be consequential but are acceptable.
2	Adequate	Proposal response (i.e., content and/or explanation offered) is adequate or meets CDHS' needs/requirements or expectations. The omission(s), flaw(s), or defect(s), if any, are inconsequential and acceptable.
3	More than Adequate	Proposal response (i.e., content and/or explanation offered) is more than adequate or fully meets CDHS' needs/requirements or expectations.
4	Excellent or Outstanding	Proposal response (i.e., content and/or explanation offered) is well above average or exceeds CDHS' needs/requirements or expectations. Proposer offers one or more enhancing features, methods or approaches that will enable performance to exceed CDHS' basic expectations.

- c. In assigning points for individual rating factors, [evaluators](#) may consider issues including, but not limited to, the extent to which a proposal response:

- 1) Is lacking information, lacking depth or breadth or lacking significant facts and/or details, and/or
- 2) Is fully developed, comprehensive and has few if any weaknesses, defects or deficiencies, and/or

5. Stage 5 – Adjustments to Score Calculations for Bidding Preferences

- a. CDHS will determine which firms, if any, are eligible to receive a bidding preference (i.e., small business or non-small business subcontractor preference).
- b. To confirm the identity of the highest scored responsive Proposer, CDHS will adjust the total score for applicable claimed preference(s) for those Proposers eligible for bidding preferences. CDHS will apply preference adjustments to eligible Proposers according to State regulations following verification of eligibility with the appropriate office of the Department of General Services. More information about the allowable bidding preferences appears in the RFP section entitled, "Preference Programs".

6. Stage 6 – Final Score Calculation

CDHS will use the formula shown below to calculate final proposal scores and to determine the highest scored proposal.

- a. Narrative Proposal Score x 70% = Technical Score
- b. Rate Proposal Section Score x 30% = Rate Score
- c.

Technical Score	
+ Rate Score	
=	Total Point Score

N. Narrative Proposal Rating Factors

[Evaluators](#) will use the following criteria to score the narrative portion of each proposal.

1. Executive Summary

Executive Summary Evaluation Questions Section K.3.c [Not to exceed 3 pages]	Points Possible	Points Earned
1.1 To what extent did the Proposer express, in its own words, its understanding of CDHS' needs and the importance of this project? Assign 1 point or 0 points if the Proposer restates or paraphrases information in the RFP.	4	
1.2 To what extent did the Proposer demonstrate the tangible results that it expects to achieve? Assign 1 point or 0 points if the Proposer restates or paraphrases information in the RFP.	4	
1.3 To what extent did the Proposer express a sincere commitment to perform this work in an efficient and timely manner?	4	
1.4 To what extent did the Proposer demonstrate that it can effectively integrate this project into its current obligations and existing workload?	4	
1.5 To what extent did the Proposer adequately explain why it should be chosen to undertake this project at this time?	4	
Executive Summary Score _____ Points earned X 1.3 = _____		

2. Agency Capability

Agency Capability Evaluation Questions Section K.3.d	Points Possible	Points Earned
2.1 Upon reviewing the Proposer's description of its business history, to what extent are the Proposing firm's goals relevant, closely related, or complementary to this project?	4	
2.2 Upon reviewing the Proposer's description of its business history, to what extent does the Proposer demonstrate knowledge of the special needs of the Medi-Cal fee-for-service population and the challenges in providing quality cost effective care to this population.	4	
<p>2.3 From the experience described in its proposal, does the Proposer possess at least two (2) years of experience within the last five (5) years of adhering to nationally recognized evidence-based guidelines in order to improve a Member's health status?</p> <p>5 Years or more of Experience = 4 points</p> <p>4 Years of Experience = 3 points</p> <p>3 Years of Experience = 2 points</p> <p>2 Years of Experience = 1 points</p> <p>Less than 2 Years of Experience = 0 points</p>	4	
<p>2.4 From the experience described in its proposal, does the Proposer possess at least two (2) years of experience within the last five (5) years in reducing hospital admissions and inappropriate use of emergency services?</p> <p>5 Years or more of Experience = 4 points</p> <p>4 Years of Experience = 3 points</p> <p>3 Years of Experience = 2 points</p> <p>2 Years of Experience = 1 points</p> <p>Less than 2 Years of Experience = 0 points</p>	4	
<p>2.5 From the experience described in its proposal, does the Proposer possess at least two (2) years of experience within the last five (5) years in establishing a medical home?</p> <p>5 Years or more of Experience = 4 points</p> <p>4 Years of Experience = 3 points</p> <p>3 Years of Experience = 2 points</p> <p>2 Years of Experience = 1 points</p> <p>Less than 2 Years of Experience = 0 points</p>	4	
<p>2.6 From the experience described in its proposal, does the Proposer possess at least two (2) years of experience within the last five (5) in coordinating member care including establishing collaboration between providers, the Member, and the community?</p> <p>5 Years or more of Experience = 4 points</p> <p>4 Years of Experience = 3 points</p> <p>3 Years of Experience = 2 points</p> <p>2 Years of Experience = 1 points</p> <p>Less than 2 Years of Experience = 0 points</p>	4	

Agency Capability Evaluation Questions Section K.3.d	Points Possible	Points Earned
<p>2.7 From the experience described in its proposal, does the Proposer possess at least two (2) years of experience within the last five (5) years of facilitating Member access to care?</p> <p>5 Years or more of Experience = 4 points</p> <p>4 Years of Experience = 3 points</p> <p>3 Years of Experience = 2 points</p> <p>2 Years of Experience = 1 points</p> <p>Less than 2 Years of Experience = 0 points</p>	4	
<p>2.8 From the experience described in its proposal, does the Proposer possess at least two (2) years of experience within the last five (5) in disease and/or case management through a health advice line?</p> <p>5 Years or more of Experience = 4 points</p> <p>4 Years of Experience = 3 points</p> <p>3 Years of Experience = 2 points</p> <p>2 Years of Experience = 1 points</p> <p>Less than 2 Years of Experience = 0 points</p>	4	
<p>2.9 From the experience described in its proposal, does the Proposer possess at least two (2) years of experience within the last five (5) in reducing inappropriate medication utilization?</p> <p>5 Years or more of Experience = 4 points</p> <p>4 Years of Experience = 3 points</p> <p>3 Years of Experience = 2 points</p> <p>2 Years of Experience = 1 points</p> <p>Less than 2 Years of Experience = 0 points</p>	4	
<p>2.10 From the experience described in its proposal, does the Proposer possess at least two (2) years of experience within the last five (5) in providing Member education and self-management skills?</p> <p>5 Years or more of Experience = 4 points</p> <p>4 Years of Experience = 3 points</p> <p>3 Years of Experience = 2 points</p> <p>2 Years of Experience = 1 points</p> <p>Less than 2 Years of Experience = 0 points</p>	4	
<p>2.11 From the experience described in its proposal, does the Proposer possess at least two (2) years of experience within the last five (5) in achieving Member and provider satisfaction in a disease and/or case management program?</p> <p>5 Years or more of Experience = 4 points</p> <p>4 Years of Experience = 3 points</p> <p>3 Years of Experience = 2 points</p> <p>2 Years of Experience = 1 points</p> <p>Less than 2 Years of Experience = 0 points</p>	4	

Work Plan Evaluation Questions (K.3.e.4)	Points Possible	Points Earned
<p>3.15 To what extent did the Proposer describe the firm's experience in developing and implementing policies and procedures that address Members rights and responsibilities? See Exhibit A, Attachment 1, Provision E.1.a and b:</p> <p>All 13 areas addressed = 4 points</p> <p>10 - 12 areas addressed = 3 points</p> <p>7 - 9 areas addressed = 2 points</p> <p>4 - 6 areas addressed = 1 point</p> <p>Less than 4 areas addressed = 0 points</p>	4	
3.16 To what extent did the Proposer identify proposed or existing staff sufficient to support the Members Services function?	4	
3.17 To what extent did the Proposer describe staff requirements and training plan that would ensure knowledgeable Member Services staff?	4	
3.18 To what extent did the Proposer describe the firm's experience in developing and distributing Member Services Guides?	4	
3.19 To what extent did the Proposer describe the firm's experience that demonstrates their ability to maintain, collect, store, retrieve, and ensure confidentiality of Members records?	4	
3.20 To what extent did the Proposer describe the firm's Members Services activities that demonstrate their commitment to exceed contract requirements?	4	
3.21 To what extent did the Proposer describe a Marketing Plan that demonstrates the Proposer's marketing procedures, activities and methods?	4	
3.22 To what extent did the Proposer describe the firm's experience in developing and implementing a Marketing Plan?	4	
3.23 To what extent did the Proposer describe the firm's marketing activities that demonstrate their commitment to exceed contract requirements?	4	
3.24 To what extent did the Proposer describe a Scope of Services Plan that demonstrates the Proposer's ability to provide outreach and assessment services?	4	
3.25 To what extent did the Proposer describe the firm's experience in developing and implementing policies and procedures for outreach and assessment services?	4	
3.26 To what extent did the Proposer describe a Scope of Services Plan that demonstrates the Proposer's ability to provide enrollment/disenrollment services?	4	
3.27 To what extent did the Proposer describe the firm's experience in developing and implementing policies and procedures for enrollment/disenrollment services?	4	
3.28 To what extent did the Proposer describe a Scope of Services Plan that demonstrates the Proposer's ability to provide disease/case management services?	4	

4. Management Plan

Management Plan Evaluation Questions Section K.3.f	Points Possible	Points Earned
4.1 Upon reviewing the Proposer's description of its organizational and administrative capabilities, to what extent does the Proposer maintain sufficient organization and staffing for implementing and operating the Contract?	4	
4.2 Upon reviewing the Proposer's description of its organizational and administrative capabilities, to what extent does the Proposer describe an accountable governing body?	4	
4.3 Upon reviewing the Proposer's description of its organizational and administrative capabilities, to what extent does the Proposer provide policies and procedures for the conduct of the business, which provides effective controls for the organization?	4	
4.4 Upon reviewing the Proposer's description of its organizational and administrative capabilities, does the Proposer ensure that medical decisions are rendered by qualified medical personnel? Yes = 4 points No = 0 points	4	
4.5 Upon reviewing the Proposer's description of its organizational and administrative capabilities, does the Proposer ensure that medical decisions, including those by subcontractors, are not unduly influenced by fiscal and administrative management? Yes = 4 points No = 0 points	4	
4.6 Upon reviewing the Proposer's description of its organizational and administrative capabilities, does the Proposer ensure that medical protocols and rules of conduct for medical personnel are followed? Yes = 4 points No = 0 points	4	
4.7 Upon reviewing the Proposer's description of its organizational and administrative capabilities, to what extent does the Proposer describe the role of the medical director in resolving disputes related to member and provider services?	4	
4.8 Upon reviewing the Proposer's description of its organizational and administrative capabilities, to what extent does the Proposer demonstrates the ability to submit reports to ensure that contract requirements are being met	4	
4.9 To what extent has the Proposer demonstrated its capability to effectively coordinate, manage and monitor the efforts of assigned staff (including subcontractors and consultants) to ensure that work is effectively completed and timely?	4	
4.10 Upon reviewing the Proposer's description of its fiscal accounting processes and budgetary controls, to what extent are the fiscal processes and controls adequate to ensure the responsible use and management of contract funds and accurate invoicing?	4	

- a. Failure of a Proposer to:
 - 1) Meet DVBE participation goals or to demonstrate that a substantial Good Faith Effort (GFE) was made to meet those goals.
 - 2) Meet proposal format/content or submission requirements including, but not limited to, the sealing, labeling, packaging and/or timely and proper delivery of proposals.
 - 3) Pass the Required Attachment / Certification Checklist review (i.e., by not marking “Yes” to applicable items or by not appropriately justifying, to CDHS’ satisfaction, all “N/A” designations).
 - 4) Submit a **mandatory** Conflict of Interest Compliance Certificate in the manner required, if applicable.
- b. If a Proposer submits a proposal that is conditional, materially incomplete or contains material defects, alterations or irregularities of any kind.
- c. If a Proposer supplies false, inaccurate or misleading information or falsely certifies compliance on any RFP attachment.
- d. If CDHS discovers, at any stage of the bid process or upon contract award, that the Proposer is unwilling or unable to comply with the contract terms, conditions and exhibits cited in this RFP or the resulting contract.
- e. If other irregularities occur in a proposal response that is not specifically addressed herein (i.e., the Proposer places any conditions on performance of the scope of work, submits a counter proposal, etc.).

2. Proposal modifications after submission

- a. All proposals are to be complete when submitted. However, an entire proposal may be withdrawn and the Proposer may resubmit a new proposal.
- b. To withdraw and/or resubmit a new proposal, follow the instructions appearing in the RFP section entitled, “Withdrawal and/or Resubmission of Proposals”.

3. Proposal mistakes

If prior to contract award, award confirmation, or contract signing, a Proposer discovers a mistake in their proposal and/or [rate](#) offering that renders the Proposer unable or unwilling to perform all scope of work services as described in its proposal response for the price/costs offered, the Proposer must immediately notify CDHS and submit a written request to withdraw its proposal following the procedures set forth in Section O, Paragraph 4b.

4. Withdrawal and/or Resubmission of Proposals

- a. Withdrawal deadlines

A Proposer may withdraw a proposal at any time before the proposal submission deadline.

- b. Submitting a withdrawal request

- b. Within five calendar days after filing a “Notice of Intent to Protest”, the protestant must file a full and complete written protest statement identifying the specific grounds for the protest. The statement must contain, in detail, the reasons, law, rule, regulation, or practice that the protestant believes CDHS has improperly applied in awarding the contract.

4) Submitting a protest

Protests must be filed with both the Department of General Services and the [CA](#) Department of Health Services. Proposers may hand deliver, mail or fax a protest.

Label, address, and submit the initial protest notice and detailed protest statement using one of the following methods.

U.S. Mail, Hand Delivery or Overnight Express:	Fax:
Protest to CDHS RFP 05-45889 Dept. of Health Services Contract Management Unit Mail Station 1403 1501 Capitol Avenue, Suite 71.2101 P.O. Box 997413 Sacramento, CA 95899-7413	Protest to CDHS RFP 05-45889 Dept. of Health Services Contract Management Unit Fax: (916) 650-0110
Protest to CDHS RFP 05-45889 Dept. of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor, Suite 7-330 P.O. Box 989052 West Sacramento, CA 95798-9052	Protest to CDHS RFP 05-45889 Dept. of General Services Office of Legal Services Fax: (916) 376-5088

For faxed protests

Faxed protests must be followed-up by sending an original signed protest, with all supporting material, within one (1) calendar week of submitting the faxed protest.

Call the telephone numbers below to confirm receipt of a fax transmission:

Department of General Services	(916) 376-5080
CA Department of Health Services	(916) 650-0100

6. Disposition of proposals

- a. All materials submitted in response to this RFP will become the property of the [CA](#) Department of Health Services and, as such, are subject to the Public Records Act (GC Section 6250, et seq.). CDHS will disregard any language purporting to render all or portions of any proposal confidential.
- b. Upon posting of a Notice of Intent to Award, all documents submitted in response to this RFP and all documents used in the selection process (e.g., review checklists, scoring sheets, letters of intent, etc.) will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. However, proposal contents, Proposer correspondence, selection working

Required Attachment / Certification Checklist

Qualification Requirements. I certify that my firm meets the following requirements:		Confirmed by CDHS
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm possesses at least two consecutive years of experience of the various service types listed in Item 1 of the RFP section entitled, "Qualification Requirements". That experience occurred within the past five years.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has current disease management accreditation by a nationally recognized accrediting agency such as the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), National Committee on Quality Assurance (NCQA), or Utilization Review Accreditation Commission (URAC).	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has read and is willing to comply with the terms, conditions and contract exhibits addressed in the RFP section entitled, "Contract Terms and Conditions".	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Corporations) My firm is in good standing and qualified to conduct business in California. [Check "N/A" if not a Corporation.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Nonprofit Organizations) My firm is qualified to claim nonprofit status. [Check "N/A" if not a nonprofit organization.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has a past record of sound business integrity and a history of being responsive to past contractual obligations. My firm authorizes the State to confirm this claim.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm is financially stable and solvent and has adequate cash reserves to meet all financial obligations while awaiting reimbursement from the State.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has certified via Attachment 8 that its proposal response is not in violation of Public Contract Code Section 10365.5 and has, if applicable, identified previous State consultant services contracts entered into that were related in any manner to the services, goods, or supplies being acquired in this procurement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has complied with the DVBE actual participation and/or good faith effort requirements as instructed in the DVBE Instructions / Forms (Attachment 9).	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm will supply, before contract execution, proof of self-insurance or copies of insurance certificates proving possession of general liability and/or automobile liability insurance as stipulated in Item 10 of the RFP section entitled, "Qualification Requirements".	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm has no conflict of interest and has submitted the required certification and documentation necessary to prove this claim.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Technical Proposal format and content.		Confirmed by CDHS
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	My firm complied with the Technical Proposal format requirements and my firm submitted one original Technical Proposal and five (5) copies and one CD-ROM version. My proposal is assembled in the following order:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Proposal Cover Page (Attachment 1)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Table of Contents	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Executive Summary Section consisting of 3 or fewer pages.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Agency Capability Section	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Work Plan Section	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Management Plan Section	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Project Personnel Section	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Facilities and Resources Section	<input type="checkbox"/> Yes <input type="checkbox"/> No

(Continued on next page)

Required Attachment / Certification Checklist

Cost Section with the following documentation:		Confirmed by <u>CDHS</u>
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 12 , Rate Proposal form. Form is signed. Corrections, if any, have been initialed. My firm complied with the Rate Proposal format and submission requirements and my firm submitted one original Rate Proposal, five (5) copies and one CD-ROM version separate from the technical proposal sets.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Appendix Section with the following documentation:		Confirmed by <u>CDHS</u>
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Corporations) Attach either a copy of the Certificate of Status issued by California's Office of the Secretary of State or submit a copy of the bidding firm's active on-line status information downloaded from the California Business Portal website. Attach an explanation if the required documentation cannot be supplied. [Check "N/A" if not a Corporation.] [Modify this item only if the Appendix Section instructions were altered to require proposers to submit a copy of their Articles of Incorporation and/or Bylaws.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	(Nonprofit Organizations) A copy of an IRS determination letter proving eligibility to claim nonprofit and/or 501 (3) (c) tax exempt status. [Check "N/A" if not a nonprofit organization.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	An organization chart.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Letters of agreement, signed by each pre-identified subcontractor and independent consultant or applicable explanation. [Check "N/A" if no subcontractors or consultants will be used or if none has been pre-identified.]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Proof that no prohibited conflicts of interest exist via Attachment 15 with applicable documentation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Small Business Preference form (Attachment 16)	<input type="checkbox"/> Yes <input type="checkbox"/> No

(Continued on next page)

Required Attachment / Certification Checklist

Form Section with the following attachments / forms:		Confirmed by <u>CDHS</u>
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 2 , Required Attachment / Certification Checklist	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 3 , Business Information Sheet	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 4 , Client References	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 5 , RFP Clause Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 6 , CCC 1005 - Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 7 , Payee Data Record. [Check "N/A" if the Proposer has had a prior contract with <u>CDHS</u> .]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 8 , Follow-on Consultant Contract Disclosure. Disclosure attachment is present when applicable.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 9a , Actual DVBE Participation, and DVBE certifications for each DVBE subcontractor or supplier listed. Complete this form according to the instructions in Attachment 9 if partial or a full 3% DVBE participation was attained. [Check "N/A" if zero participation was achieved and the Proposer chose to complete the good faith effort form or check "N/A" if the proposed cost for the entire contract term is <u>under \$10,000</u> .]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 9b , Good Faith Effort, and applicable GFE documentation. Complete this form if 3% DVBE participation was not attained. [Check "N/A" if 3% DVBE participation was achieved and Attachment 9a was submitted or check "N/A" if the total proposed cost is <u>under \$10,000</u> .]	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Attachment 10a , Non-Small Business Subcontractor Preference Request and Attachment 10b , Small Business Subcontractor/Supplier Acknowledgement Check "N/A" if not applying for this subcontractor preference.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of Bidding Firm:		
Printed Name/Title:		
Signature		Date:

Business Information Sheet

A signature affixed hereon and dated certifies compliance with all bid requirements. The signature below authorizes the State to verify the claims made on this form.

Name of Bidding Firm:		CA Corp. No. (If applicable)	Federal ID Number
Name of Principal (If not an individual):	Title:	Telephone Number	Fax Number
Street Address / P.O. Box	City	State	Zip Code

Type of Business Organization / Ownership (Check all that apply)

Ownership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Joint venture <input type="checkbox"/> Association	Corporation <input type="checkbox"/> Nonprofit <input type="checkbox"/> For Profit <input type="checkbox"/> Private <input type="checkbox"/> Public	Governmental <input type="checkbox"/> City/County, California State Agency, Federal Agency, State (other than California) <input type="checkbox"/> Other: _____	Other Type of Entity <input type="checkbox"/> Public or Municipal Corporation, School or Water District, California State College, University of California, Joint Powers Agency <input type="checkbox"/> Auxiliary College Foundation <input type="checkbox"/> Other: _____ <input type="checkbox"/> NVSA
--	--	--	--

California Certified Small Business Status ☐ N/A ☐ Microbusiness ☐ Small business

<input type="checkbox"/> Certified By DGS	Certification No: _____	Expiration Date: _____
---	-------------------------	------------------------

If certified, attach a copy of certification letter.	If an application is pending, date submitted to DGS: _____
--	--

Small Business Type (If applicable) ☐ N/A ☐ Services ☐ Non-Manufacturer ☐ Manufacturer

<input type="checkbox"/> Contractor (Construction Type): _____	<input type="checkbox"/> Contractor's License Type: _____
--	---

Veteran Status of Business Owner ☐ N/A

<input type="checkbox"/> Disabled Veteran Certified by DGS	Certification No. _____	Expiration Date: _____
--	-------------------------	------------------------

If certified, attach a copy of certification letter.	If an application is pending, date submitted to DGS: _____
--	--

Disadvantaged Business Enterprise Status: ☐ N/A ☐ Approved by the Cal Trans, Office of Civil Rights.

Certification number issued by Cal Trans: _____	Expiration Date: _____
---	------------------------

Race/Ethnicity of Business Owner ☐ N/A

Owner's Ethnicity (check one) <input type="checkbox"/> Asian-Indian <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Pacific-Asian <input type="checkbox"/> Other _____	Owner's Race (check one) <input type="checkbox"/> American Indian/Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Other _____	If Asian or Native Hawaiian or Pacific Islander (check one): <input type="checkbox"/> Asian-Indian <input type="checkbox"/> Japanese <input type="checkbox"/> Cambodian <input type="checkbox"/> Korean <input type="checkbox"/> Chinese <input type="checkbox"/> Laotian <input type="checkbox"/> Filipino <input type="checkbox"/> Samoan <input type="checkbox"/> Guamanian <input type="checkbox"/> Vietnamese <input type="checkbox"/> Hawaiian <input type="checkbox"/> Other _____
--	---	--

Sex of Business Owner ☐ N/A (Not independently owned) ☐ Male ☐ Female

Indicate possession of required licenses and/or certifications:

<input type="checkbox"/> N/A
Contractor's State Licensing Board No. _____ PUC License Number CAL-T- _____ Required Licenses/Certifications (If applicable) _____

Signature	Date Signed
Printed/Typed Name	Title

Public Records Information

The above information is required for statistical and/or bidding purposes. Completion of this form is mandatory. This information will be made public upon award of the contract and will be supplied to CDHS' Contract Management Unit, Department of General Services and possibly other public agencies. To access contract related records, contact the Contract Management Unit, 1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413, telephone number (916) 650-0100

Non-Small Business Subcontractor Preference Instructions

Preference information	<p>Non-small business proposers will be granted up to a five percent (5%) non-small business subcontractor preference on a proposal evaluation by an awarding department when a responsive non-small business has submitted a proposal that earns the highest total score and when a non-small business proposer:</p> <ol style="list-style-type: none"> 1. Has included in its proposal a notification that it commits to subcontract at least twenty-five percent (25%) of its total cost proposal price with one or more small businesses; and 2. Has submitted a timely, responsive proposal; and 3. Is determined to be a responsible proposer; and 4. Lists the small businesses it commits to subcontract with for a commercially useful function in the performance of the resulting contract.
Commercially useful function	<p>A subcontractor is deemed to perform a commercially useful function if the subcontractor does the following:</p> <ol style="list-style-type: none"> 1. Is responsible for the execution of a distinct element of the contracted work; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions; and 2. Is not further subcontracting a greater portion of the work than would be expected by normal industry practices. 3. Is responsible, with respect to materials and supplies provided on the subcontract, for negotiating price, determining quality and quantity, ordering the material, installing (when applicable), and paying for the material itself. <p>A subcontractor will not be considered as performing a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to achieve the appearance of participation.</p>
How to calculate 25% subcontract participation	<p>Unless otherwise instructed in the solicitation document, first determine the total dollar value or amount that will be bid for the entire contract term, then multiply this figure by 25% to determine how much of the cost proposal price must be committed to small business subcontracts that will perform commercially useful functions including but not limited to things such as labor, supplies, materials, equipment, or support services.</p>
Use of proposed subcontractors / substitution	<p>If awarded the contract, the selected contractor must faithfully use each small business subcontractor proposed for use and identified in its preference request. No substitutions or alterations are allowed after a proposal is submitted. Substitutions are only allowed after contract execution if the Contractor submits a Request for Substitution to the CDHS Program Contract Manager and that request is subsequently granted by CDHS.</p> <p>Small business subcontract substitution instructions will appear in the resulting agreement in a clause entitled "Use of Small Business Subcontractors".</p>
Preference request instructions	<p>If preference is claimed, indicate so on the Cost Proposal Form and complete Attachment 10a identifying each small business or microbusiness subcontractor that will be used. For each subcontractor identified on Attachment 10a, obtain a completed and signed Small Business Subcontractor/Supplier Acknowledgment (Attachment 10b). Affix each Attachment 10b to Attachment 10a for submission with the proposal response. If a signed Attachment 10b cannot be collected from each subcontractor in time for proposal submission, indicate why. Submission of a signed Attachment 10b for each subcontractor listed on Attachment 10a is a prerequisite for contract award confirmation.</p> <p>Identify only currently certified small business or microbusiness subcontractors, as active certification is required and certification possession will be verified. The detailed budget worksheets submitted in a proposal response must list each subcontract service provider and its respective participation dollar value as identified on Attachment 10a. All proposed subcontracted services must appear in a Proposer's Work Plan.</p>

Small Business Subcontractor/Supplier Acknowledgement

Name of Bidding Firm / Prime Contractor	CDHS IFB or RFP Number:
Total Dollar Value of Subcontractor Use	CDHS Bid Number:

This document confirms and acknowledges that the firm named below agreed to be identified by a bidding firm as a proposed small business or microbusiness subcontractor or supplier for a [CDHS](#) procurement.

Subcontractor acknowledgements:

- A. The subcontracting firm named herein has committed to perform or provide services/labor or supplies equal to a percentage of the total bid/cost proposal price submitted by the bidding firm named above.
- B. The subcontracting firm named herein acknowledges the total dollar value of claimed participation identified above.
- C. The subcontracting firm named herein agrees to provide the following subcontracted services/labor or supplies under the resulting contract if the bidding firm named above receives the contract award:

Below and/or continued on an attachment is a brief description of the commercially useful function(s) that the subcontractor/supplier identified herein will provide or supply:

The subcontracting firm named herein understands it is its sole responsibility to contact the bidding firm named above to learn if the Proposer was awarded the contract pursuant to the referenced bid number and to confirm its subcontract agreement. If the bidding firm named above receives an award based in part on non-small business subcontractor preference, the bidding firm/contractor is obligated to use each small and/or microbusiness subcontractor or supplier identified in its proposal unless a subcontractor substitution is requested after contract execution pursuant to Public Contract Code Section 4107 and Title 2 California Code of Regulations Section 1896.10.

The person signing below certifies the information supplied on this form is true and accurate to the best of its knowledge and agrees to allow the State to confirm this information, if deemed necessary.

Name of Proposed Subcontractor/Supplier		Date Signed
Signature of Subcontractor/Supplier Representative	Telephone number ()	Email address (if applicable)
Printed/Typed Name	Title	

(indicate type) **Work Plan**

1. Insert here a brief explanation or description of the overall approaches and/or methods that will be used to accomplish the Scope of Work.
2. Explain why the particular approaches and methods were proposed (e.g., proven success or past effectiveness, etc.).
3. If applicable, explain what is unique, creative, or innovative about the proposed approaches and/or methods.
4. If any major complications or delays are envisioned at any stage of performance, describe those complications or delays and include a proposed strategy for overcoming those issues. Likewise, indicate if no major complications or delays are anticipated.

SAMPLE

5. If, for any reason, the Work Plan does not wholly address each Scope of Work (SOW) requirement, fully explain each omission. Likewise, indicate if the Work Plan contains no omissions.
6. Indicate the assumptions that were made in developing the Work Plan in response to [CDHS](#)' Scope of Work. For each assumption listed, explain the reasoning or rationale that led to the assumption. Likewise, indicate if no assumptions were made.
7. If applicable, identify the additional Contractor and/or State responsibilities that you added to the Work Plan that are believed to be necessary to ensure successful performance but were omitted from [CDHS](#)' Scope of Work. Likewise, indicate if no additional Contractor and/or State responsibilities, outside of those identified in [CDHS](#)' SOW were included in the Work Plan.

Page ___ of ___

[Like or similar versions of this form may be developed for submission with a proposal response. Use as many pages as are necessary to fully detail the Work Plan for the entire contract term.]

Rate Proposal Form

The undersigned proposer hereby agrees to furnish all labor, transportation, equipment, materials and support services necessary for performance of the Scope of Work for the **all inclusive** case management fee to be received each month per Disease Management enrolled member indicated below: .

Total Rate Proposal :	\$ _____	Main Contract (August 1, 2006 – February 28, 2010)
	\$ _____	Extension Year 1
	\$ _____	Extension Year 2

Bidding Preferences Claimed (Check only the preferences claimed)

- ☐ Certified small business or microbusiness preference (including Nonprofit Veteran Service Agencies)
- ☐ Non-small business subcontractor preference (committing use of 25% or more of small business subcontracts)

The undersigned proposer hereby affirms that the statements/claims made in the Technical/Rate Proposal are true and accurate to the best of the proposer's knowledge. By signing this Rate Proposal, the proposer hereby claims his/her willingness to certify to and comply with all requirements contained in this RFP and all RFP attachments/forms. The undersigned recognizes that its Technical and Rate Proposal shall become public records upon submission and will be open to public inspection.

The Proposer agrees that the rate presented in its rate proposal shall remain in effect until CDHS awards the resulting agreement and throughout the duration of the agreement.

Name of Bidding Firm:	_____		
Street address	_____		
City/State	_____	Zip Code:	_____
Telephone number:	() _____	Fax number:	() _____
Facsimile number:	_____		
Printed name:	_____	Title:	_____
Signature:	_____	Date:	_____

Attachment 13

Voluntary Letter of Intent

Purpose	This is a non-binding Letter of Intent whose purpose is to assist CDHS in determining the staffing needs for the proposal evaluation process and to improve future procurements.
Information requested	CDHS is interested in knowing if your firm intends to submit a proposal or your reasons for not submitting a proposal. Completion of this form is voluntary].
Action to take	Indicate your intention to submit a proposal by checking items 1 or 2 below. Follow the instructions below your selection.

1. ☐ **My firm intends to submit a proposal.**

- A. Check box number 1 if the above statement reflects your intention.
- B. Complete the bottom portion of this form and return it to [CDHS](#) as instructed in the RFP section entitled, "Voluntary Non-Binding Letter of Intent".

2. ☐ **My firm does not intend to submit a proposal for this project.**

- A. Check box number 2 if the statement in item 2 reflects your intention.
- B. Indicate the reason(s) for not submitting a proposal by checking each of the following statements that apply.
- ☐ My firm lacks sufficient staff expertise or personnel resources to meet all RFP requirements.
 - ☐ My firm lacks sufficient experience (i.e., not enough or wrong type).
 - ☐ My firm believes the qualification requirements are too restrictive.
 - ☐ Insufficient time was allowed for proposal preparation.
 - ☐ Too much paperwork is required to prepare a proposal response.
 - ☐ Other commitments and projects have a greater priority.
 - ☐ My firm did not learn about the contract opportunity soon enough.
 - ☐ My firm does not provide the full range of services that [CDHS](#) is seeking.
 - ☐ My firm is only interested in becoming a subcontractor, consultant, or supplier.
 - ☐ My firm cannot meet the DVBE requirements - we do not wish to subcontract any work out.
 - ☐ Too much effort and/or paper work is required to meet California DVBE requirements.
 - ☐ Insufficient time was allowed for DVBE compliance.
 - ☐ Other reason: _____
- C. Complete the bottom portion of this form and return it to [CDHS](#) as instructed in the RFP section entitled, "Voluntary Non-Binding Letter of Intent".
- D. By indicating there is no intention to submit a proposal, [CDHS](#) may elect not to send your firm RFP clarification notices, RFP addenda, proposer questions and answers, or other procurement notices.

Name of Firm:

Printed Name/Title:

Signature:

Date:

Attachment 15

Conflict of Interest Compliance Certificate

- A. CDHS intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, CDHS reserves the right to determine, in its sole discretion, whether any information received from any source indicates the existence of a conflict of interest.
- B. Conflicts of interest include, but are not limited to:
1. An instance where the proposer/Contractor or any of its subcontractors, or any employee, officer, or director of the proposer/Contractor or any subcontractor:
 - a. Has an interest, financial or otherwise, in a Medi-Cal provider; or
 - b. Is currently a party to a contract with a Medi-Cal provider; or
 - c. Is currently either providing to or receiving from a Medi-Cal provider, information of the type that would be exchanged with Medi-Cal providers under the contract; or
 - d. Is currently either providing to or receiving from a Medi-Cal provider, information of the type that would be prohibited from exchange with Medi-Cal providers under the contract.
 2. An instance where the proposer/Contractor or any of its subcontractors, or any employee, officer, or director of the proposer/Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.
 3. An instance where the proposer/Contractor or any of its subcontractors, or any employee, officer, or director of the proposer/Contractor or any subcontractor is employed by a Medi-Cal provider.
 4. Where pursuant to the Political Reform Act (Government Code Section 87100-87500), a CDHS official has an economic interest in the Contractor and the official makes, participates in the making of, or uses his or her official position to influence the making of a decision involving Contractor, where it is reasonably foreseeable that the decision could materially affect the official's economic interest.
 5. Where pursuant to Government Code Section 1090 et seq., a CDHS official participates in the making of a contract with Contractor and the official is financially interested in the contract.
- C. CDHS' determination of a suspected or potential conflict of interest will be based on all of the proposer's business affiliations and contractual relationships.
- D. If CDHS is aware of a known or suspected conflict of interest, the proposer or Contractor will be given an opportunity to submit additional information or to resolve the conflict. A proposer or Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDHS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDHS and cannot be resolved to the satisfaction of CDHS, before or after the award of the contract, the conflict will be grounds for the proposal to be deemed nonresponsive and/or termination of the contract.
- E. The proposer shall place this Certificate in the Appendix Section of its technical proposal response to this RFP. This Certificate shall bear the original signature of an official or employee of the proposer who is authorized to bind the proposer.
- F. This Certificate will be incorporated into the contract, if any, awarded from this RFP. It is understood that this requirement shall be in effect for the entire term of the contract. The Contractor shall obtain a completed Certificate from any proposed subcontractor and submit it to CDHS prior to approval of the subcontractor by CDHS.
- G. The Contractor and each subcontractor shall notify CDHS, Payment Systems Division, at MS 4700, 1501 Capitol Avenue, P.O. Box 997413, Sacramento, CA 95899-7413 within ten (10) working days of any change to the information provided on this Certificate.

- H. If the proposer has a suspected or potential conflict of interest, the proposer shall attach to this form a description of the relationship, a plan for ensuring that such a relationship will not adversely affect [CDHS](#), and procedures to guard against the existence of an actual Conflict of Interest.

The undersigned hereby affirms that: (check one)

- ☐ The statements above have been read and that no conflict of interest exists.
- ☐ A suspected or potential conflict of interest does exist, and additional information (as described in Paragraph H above) is attached along with a plan to address the possible conflict of interest.

Signed: _____ **Title:** _____ **Date:** _____

Type or Print Name of Authorized Representative: _____

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Mr. Grant Gassman
California Department of Health Services
Medi-Cal Benefits Branch
MS 4601
P.O. Box 997413
Sacramento, CA 95899-7413

- C. Invoices shall:

- 1) Be prepared on Contractor letterhead. If invoices are not [on preprinted](#) letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
- 2) Bear the Contractor's name as shown on the agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDHS.
- 5) Report expenses attributed to Disabled Veteran Business Enterprise (DVBE) subcontractors or DVBE suppliers at any tier (if any). This requirement only applies if the contractor identified DVBEs for participation during the selection or negotiation process.
- 6) Provide [M](#)ember enrollment report for the billing period.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B, Attachment I
Special Payment Provisions

In the event of a conflict between the provisions of Exhibit B, Attachment I *Special Payment Provisions*, and Exhibit B *Budget Detail and Payment Provisions*, the provisions of Exhibit B, Attachment I shall govern.

1. Contractor Risk in Providing Services

The Contractor will assume total risk for providing the Covered Disease Management Services on the basis of the periodic case management fee for each Member, except as otherwise allowed in this Contract.

The Contractor will retain any monies not expended by the Contractor after having fulfilled these obligations under this Contract.

2. Case Management Fee Rates

[The California Department of Health Services \(CDHS\)](#) shall remit to the Contractor a post-paid case management fee each month for each Disease Management Pilot Program Member that appears on the approved list of Members supplied to [CDHS](#) by the Contractor. The payment period for disease management services for each Member shall commence on the first day of the month following the month the Member is enrolled. Case management fees shall be reimbursed at the rate bid per member per month, subject to Provision 4, *Determination of Rates* listed below, in accordance with the [Rate](#) Proposal submitted in response to RFP 05-45889.

3. Case Management Fee Rates Constitute Payment in Full

The case management fee constitutes payment in full for all Covered Disease Management Services required by the Member and for all Administrative Costs incurred by the Contractor in providing for or arranging those services. It does not include payment for recoupment for current or previous losses by the Contractor. [CDHS](#) is not responsible for making payment for recoupment of losses.

4. Determination of Rates

The case management fee shall be determined by competitive bid and be paid from the beginning of the contract operations period through the end of the operations period. All payments are subject to appropriations of funds by the Legislature and Department of Finance approval. Further, all payments are subject to Federal congressional appropriation of funds.

5. Obligation Changes

[CDHS](#) and the Contractor may negotiate an earlier termination date, pursuant to Exhibit E, *Additional Provisions*, provision 3.C., *Termination for Cause and Other Terminations, Termination – Contractor*, if a change in contractual obligation is created by a State or Federal change in the Medi-Cal program, or a lawsuit, that substantially alters the financial assumptions and conditions under which the

Exhibit B, Attachment I
Special Payment Provisions

Contractor entered into this Contract, such that the Contractor can demonstrate to the satisfaction of CDHS that it cannot remain financially solvent until the termination date that would otherwise be established under this provision.

6. Recovery of Case Management Fees

CDHS shall have the right to recover from the Contractor amounts paid to the Contractor in the following circumstances as specified:

- a. If CDHS determines that a Member has either been improperly enrolled due to ineligibility of the member to enroll in the Contractor's plan, residence outside the Contractor's Service Area, or should have been disenrolled with an effective date in a prior month, CDHS may recover the case management fees made to the Contractor for the Member. Or, upon request by the Contractor, CDHS shall recover the case management fees made to the Contractor for the Member and release the Contractor from all financial and other risk for the provision of services to the Member under the terms of the Contract for the month(s) in question.

Upon request by the Contractor, CDHS may allow the Contractor to retain the case management fees made for Members that are eligible to enroll in the Contractor's plan, but should have been retroactively disenrolled pursuant to Exhibit A, Attachment 1, provision G.2, Entitled Enrollment/Disenrollment, or under other circumstances as approved by the CDHS. If the Contractor retains the case management fees, Contractor shall provide or arrange and pay for all necessary Covered Disease Management Services for the Member, until the Member is disenrolled on a non-retroactive basis.

- b. As a result of the Contractor's failure to perform contractual responsibilities to comply with mandatory Federal Medicaid requirements, the Federal Department of Health and Human Services (DHHS) may disallow Federal Financial Participation (FFP) for payments made by CDHS to Contractor. CDHS may recover the amount disallowed by DHHS by an offset to the case management fee made to the Contractor. If the recovery of the full amount at one time imposes a financial hardship on the Contractor, CDHS at its discretion, may grant the Contractor's request to repay the recoverable amounts in monthly installments over a period of consecutive months not to exceed six months.
- c. If CDHS determines that any other erroneous or improper payment not mentioned above has been made to the Contractor, CDHS may recover the amount determined by an offset to the case management fee made to Contractor. If the recovery of the full amount at one time imposes a financial hardship on the Contractor, CDHS at its discretion, may grant the Contractor's request to repay the recoverable amounts in monthly installments over a period of consecutive months not to exceed six months.

Exhibit B, Attachment I
Special Payment Provisions

7. Invoicing and Payment Additional Requirements

The Invoicing and Payment requirements stated in Exhibit B, *Budget Detail and Payment Provisions*, Provision 1, entitled *Invoicing and Payment*, paragraph C, are minimum standards and additional billing information may be required as the project develops. Any additional requirements will be considered normal business operation and not require a contract amendment.

8. Savings Guarantee and Calculation Methodology

- a. The Disease Management Organization (DMO) shall guarantee California Department of Health Services a zero percent increase in net medical costs for Medi-Cal members who are eligible for the Disease Management Pilot Program (DMPP). Restated, the DMO guarantees that the program will create savings equivalent to the DMPP contracted DMO fees. One hundred percent of the DMO's fees will be at risk for this guarantee of cost-neutrality. If CDHS terminates the contract in the first 16 months, the Contractor will be held to no guarantee. If CDHS terminates the contract after 16 months but before 28 months, the cost-neutrality guarantee will be changed to a guarantee to limit the net increase of medical costs to five percent. If CDHS terminates the contract after 28 months but before 43 months, the cost-neutrality guarantee will be changed to a guarantee to limit the net increase of medical costs to two and one-half percent.
- b. The DMO's guarantee shall be proportionate, in that, as needed, the DMO shall refund its fees in the same proportion that the cost-neutrality target is missed. However, the DMO will not be liable for more than 100% of its fee.
- c. DMPP savings are calculated using the following formula: Per member per month (PMPM) costs of the matched control group – PMPM costs of DMPP eligibles x DMPP eligible months.
- d. Costs for Medi-Cal fee-for-service (FFS) beneficiaries without DM services will be estimated using the average (mean) PMPM total Medi-Cal costs of a matched control group. The matched control group will be selected from Medi-Cal FFS beneficiaries from outside the pilot areas who meet the DMPP eligibility criteria. The matched control group's membership will be determined through a propensity score matching method by a third-party evaluation contractor. (Propensity scores are predicted probabilities of program participation that can be generated for each DMPP member and each potential matched control group member.) Costs for DMPP eligibles in the pilot area and the matched control group will be determined by actual costs in the contract period after a six-month lag time for run-out claims. Per member costs of DMPP eligibles will include DMPP DMO fees paid (the fee is only paid for DMPP members, but for the guarantee calculation, the fee total will be added to the total medical costs of DMPP eligibles in the pilot areas and averaged).

Exhibit E
Additional Provisions

1. Additional Incorporated Exhibits

A. The following additional exhibits are attached, incorporated herein, and made a part hereof by this reference:

1) Exhibit I Technical Proposal XXX pages

B. The following documents and any subsequent updates are not attached, but are incorporated herein and made part of hereof by this reference. These documents may be updated periodically by California Department of Health Services (CDHS), as required by program directives. CDHS shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDHS will maintain on file, all documents referenced herein and any subsequent updates.

1) [CDHS Health Administrative Manual Section 6-1000](#).

2. Contract Amendments

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

3. Cancellation / Termination

A. This agreement may be cancelled by CDHS without cause upon a thirty (30) calendar days advance written notice to the Contractor.

B. CDHS reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDHS substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.

D. Agreement termination or cancellation shall be effective as of the date indicated in CDHS' notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

Appendix 2

Eligibility Criteria Chart

The charts below list the criteria used to estimate the number of DMPP potential members. The potential member estimate includes all Medi-Cal beneficiaries who meet the aid code and other criteria below and who had at least one claim with an eligible ICD-9 code diagnosis as the primary or secondary diagnosis. (The method used may produce an overestimation of potential members because, while each individual is counted only once within each disease category, an individual with more than one qualifying disease may be counted more than once.)

Medi-Cal Aid Codes and Other Criteria	
Data Source	Inpatient, Outpatient, and Prescription Drug Claims
Date Range	Claims with dates of service in 2004
Plan Model Type	Fee-For-Service
Medicare Eligible	No
Ethnicity	Not Native-American
Age	Age 22 and over
HIV/AIDS	Beneficiaries with diagnosis of HIV/AIDS (ICD-9 Code 042) are ineligible
Aid Code	10, 14, 16, 17, 1E, 1H, 20, 24, 26, 27, 2E, 36, 60, 64, 66, 67, 6E, 6G, 6H, 6N, 8G
Primary and Secondary Diagnosis Criteria (ICD-9 Codes)	
Artherosclerotic Disease Syndrome	411, 411.0, 411.1, 411.81, 411.89, 412, 413.0, 413.1, 413.9, 414.0, 414.00, 414.01, 414.02, 414.03, 414.04, 414.05, 414.1, 414.10, 414.11, 414.19, 414.8, 414.9, 440, 440.0, 440.1, 440.2, 440.20, 440.21, 440.22, 440.23, 440.24, 440.29, 440.3, 440.30, 440.31, 440.32, 440.8, 440.9, 441, 441.0, 441.00, 441.01, 441.02, 441.03, 441.1, 441.2, 441.3, 441.4, 441.5, 441.6, 441.7, 441.9
Asthma	493 – 493.9
Chronic Obstructive Pulmonary Disease	491 - 492.99, 496 - 496.99
Congestive Heart Failure	428 – 428.9
Coronary Artery Disease	410 - 410.99, 413 - 413.99
Diabetes	250 – 250.99